

**Cooperative Agreement**  
**Coconino County and Landowner/Land Operator**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Coconino County and the following Landowner/Land Operator (hereinafter referred to as the Cooperator):

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Location Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**WHEREAS:**

The area in which Cooperator's land is located is vulnerable to flooding, debris flows, and erosion as a result of the 15,000 acre Schultz Fire, which occurred in June and July of 2010;

Forest Service and other Experts identified severe flooding as a threat after the fire. Vegetation destroyed by the fire has exposed the upland drainage system to damage from rains; subsequent flooding has had a significant impact on the area;

Coconino County provided and installed concrete barriers on Cooperator's property in 2010 or 2011 under an agreement in which barriers would be in used and maintained for at least eight (8) months to assist Cooperator in protecting his/her house from flooding;

Coconino County indicated to those securing concrete barriers that they would likely be needed for at least three years;

Cooperator now requests the barriers be removed by Coconino County;

**NOW THEREFORE:**

1. Cooperator owns or operates land described as:

Assessor's Parcel No. \_\_\_\_\_

Physical address or description: \_\_\_\_\_

\_\_\_\_\_

2. Coconino County agrees to assist the Cooperator with removing concrete barriers on Cooperator's property.
3. Cooperator understands and agrees that: the County did a hydrology study, hydraulics study and debris transport study and results show the potential for more flooding and greater flooding is possible in the future; that Cooperator assumes the risk of any loss, including personal injury or property damage that may result from removing barriers on Cooperator's property.
4. Cooperator agrees to hold harmless Coconino County for any loss, including personal injury or property damage, attorney fees and costs that may result from removal of the barriers by Coconino County, its officers, agents, employees, or contractors;
5. Cooperator agrees to hold harmless Coconino County for any loss including personal injury or property damage, attorney fees and costs that may result from Cooperator installing any device in place of the barriers;
6. As a condition of receiving assistance in the form of removing barriers, Cooperator hereby grants a license to the County to enter Cooperator's property for purposes of removing barriers.
7. Cooperator understands that once the County removes the barriers, they have forfeited their opportunity of receiving assistance from the County in purchasing and installing barriers on their property to protect their home any time in the future; the County will not purchase or re-install barriers.
8. Cooperator warrants that he or she has full authority under title of ownership or lease to execute this document and to abide by the terms and conditions stated herein.

Dated this \_\_\_\_ day of \_\_\_\_\_. 20\_\_.

COOPERATOR(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

COCONINO COUNTY

By: \_\_\_\_\_  
Elizabeth C. Archuleta, Chairwoman  
Coconino County Board of Supervisors